



DEPARTMENT OF HEALTH AND HUMAN SERVICES
Health Resources and Services Administration
Rockville, MD 20857

Public Health Service

April 10, 2001

TO: All Offerors

Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of a "full and open competition" Request for Proposal (RFP) No. **HRSA 250-OA-11(1) entitled, "Third Party Reimbursement Training and Technical Assistance to HRSA Community Based Grantees."** The NAIC code is 541.

The deadline for questions is April 23, 2001 at 2:00 P.M. Questions or issues which, in your opinion, require clarification or correction by the Government, must be furnished in writing to the Contracting Officer. You are requested to submit (preferably via "e-mail") your questions to Suzanne Stinson (sstinson@hrsa.gov). Your questions must be mailed, e-mailed or faxed in sufficient time to be received in the contracting office on or before April 23, 2001 at 2:00 P.M., in order to allow a reply to be provided to all prospective Offerors before submission of their proposals.

If you have downloaded a copy of this solicitation from the web page, you must inform the Contracting Officer in writing of your intent to submit a proposal, with your name, phone number and address. You will be added to a "courtesy" list to receive by mail any amendments that are issued under this solicitation, however mailing of amendments is not guaranteed as it is the responsibility of the offeror to monitor the web page (www.hrsa.dhhs.gov/contract.htm) for any amendments issued under this solicitation.

Your proposal must be received by the Contracting Officer no later than at **2:00 p.m. eastern time on May 10, 2001** at the following address:

Department of Health and Human Services
Health Resources and Services Administration
Contract Operations Branch
5600 Fishers Lane
Parklawn Building, Room 13A-19
Rockville, Maryland 20857
ATTN: Suzanne Stinson
RFP No. 250-OA-11(1)SKS

NOTICE: ACCESS TO PARKLAWN BUILDING

The Parklawn Building is a controlled access building, therefore you should allow ample time for visitor access. It is your responsibility to ensure that proposals are delivered by the due date and time, and specific place (Room 13A-19) required in the solicitation. Please be advised that late proposals will not be excused due to increased security measures (see section L, "Submission, Modification, Revision and Withdrawals of Proposals.") Offerors delivering boxes of proposals must use the delivery entrance located on the loading dock which is accessible from Parklawn Drive. All packages will be x-rayed by a security guard. Visitors will be required to provide photo identification and provide a name and telephone number of the individual being visited, (in this case, Suzanne Stinson at 301-443-5130, 301-443-2730, or 301-443-1433). You will then need to personally bring the boxes to Room 13A19 (13th Floor, A-Wing, Room 19). Boxes of proposals should NOT be left on the loading dock.

Your attention is directed to the solicitation provision entitled "Submissions, Modification, Revision, and Withdrawals of Proposals" set forth in Section L of this RFP. Please review this provision so that you will be fully aware of the time requirements for submitting your proposal.

Your proposal must be prepared in accordance with Section L entitled "Instructions, Conditions, and Notices to Offerors", Section C entitled "Description/Specification/Work Statement", and Section M entitled "Evaluation Factors for Award".

This RFP does not commit the Government to pay any costs for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to expenditure of public funds in connection with this proposed acquisition.

Your proposal must provide a contact name and number, your company name and complete address, including street, city, county, state, zip code, Tax Identification Number (TIN), and Dun & Bradstreet Number (DUNS). Please note that FAR 52.204-6 Contractor Identification Number Data Universal System (DUNS Number) requires you to submit a DUNS number for your company along with your offer. If you do not have a DUNS number, you are requested to contact Dun and Bradstreet Information Services at 1-800-333-0505 to obtain one. Please include this information on the first page of your business proposal. If the address is different from the address to which payment should be mailed you must also include the complete payment address.

Requests for any information concerning this RFP should be referred only to Suzanne Stinson, Contract Specialist, who may be reached at SSTINSON@HRSA.GOV or (301) 443-5130. Discussion with any other individual outside of the Contract Operations Branch may result in the disqualification of a potential offeror's proposal.

Sincerely,

James L. Quinn
Contracting Officer

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PURPOSE OF CONTRACT

The purpose of this contract, Third Party Reimbursement Training and Technical Assistance to HRSA Community Based Grantees, is threefold:

1. To strengthen grantee ability to establish or maintain an effective third-party reimbursement system and receive appropriate reimbursements from third party payors, particularly Medicaid, State Children's Health Insurance Program (SCHIP), Medicaid and SCHIP managed care programs, Medicare, private and other potential payors;
2. Train and offer technical assistance to HRSA community based grantees to establish or maintain an effective third-party reimbursement system, particularly from Medicaid and SCHIP; and
3. Increase the capacity of HRSA grantees to fully serve their communities by assuring that grant dollars are used for the care of the uninsured and underinsured community members.

B.2 COMPENSATION

A. Estimated Cost and Fixed Fee

1. The estimated cost of this contract, exclusive of fixed-fee, is \$_____. The fixed fee is \$_____ and the total estimated cost plus fixed fee is \$_____.

The Government shall not be obligated to reimburse the Contractor for amounts incurred in excess of the contract amount, and the Contractor shall not be obligated to continue performance under the contract or otherwise incur amounts in excess of the contract, unless and until written notification is received by the Contractor from the Contracting Officer which sets forth a revision of the contract amount. No notice, communication, or representation in any other form, or from any person other than the Contracting Officer, shall effect the amount of this contract.

B. Limitation of Funds

1. Subject to the provisions of FAR Clause 52.232-22 Limitation of Funds (APR 1984), the total cost of the Government, including all direct and indirect costs, for performance of this contract, exclusive of fixed fee, shall not exceed the estimated cost of this contract.
2. Total funds currently available for payment and obligated to this contract are \$_____ of which \$_____ represents estimated reimbursable costs and \$_____ represents the fixed fee. For further provisions on funding, see the "Limitation of Funds" clause (FAR 52.232-22).

3. It is estimated that the amount currently allotted to this contract will cover performance through twelve (12) months from the effective date of contract (date contract is signed by all parties).
4. The Contracting Officer may allot additional funds to the contract without the approval of the Contractor. For further provisions on funding, see Limitation of Cost/Funds and Allowable Cost and Payment (and Fixed Fee) clauses incorporated into the contract.

C. Consideration and Payment

For the performance of this contract the Government shall pay to the Contractor:

1. The cost determined by the Contracting Officer to be allowable in accordance with FAR 52.216-7 of the General Provisions and the provisions of this Article; and
2. The Fixed-Fee, which shall be payable in monthly installments in accordance with FAR Clause 52.216-8 of the General Provisions upon determination by the Contracting Officer that the performance was satisfactory.

D. Direct Costs

The Contractor will be reimbursed for all costs as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor, and accepted by the Contracting Officer:

1. Salaries and wages of the Contractor's employees directly employed in performing the work required by this contract. Related fringe benefits, if they are treated as direct costs; otherwise, fringe benefits may be claimed as part of indirect costs below.
2. Materials and services required in the performance of this contract, after deducting all discounts for the purchase of such materials and services.
3. Consultant fees or other payments to consultants required in the performance of this contract, provided, that such fees or payments shall not exceed the daily rate of \$500 per day, exclusive of travel costs without the written approval of the Contracting Officer.
4. Travel and subsistence expenses exclusively in direct performance of this contract. The Contractor shall be reimbursed for transportation costs and travel allowances in accordance with the established policy of the Contractor, but subject to the following limitations:
 - (a) Such transportation costs shall not be reimbursed in an amount greater than the cost of first class rail or of economy air travel, unless economy air travel and economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents submitted for reimbursement. Travel allowances for per diem shall be reimbursed in accordance

with the Contractor's established policy, but in no event shall such allowances exceed \$75 per day except within the corporate limits of those cities and other specified areas where higher ceiling rates have been established by the General Services Administration for Civil Service employees in travel status.

- (b) The Contractor shall be reimbursed for the cost of travel performed by its personnel in their privately owned automobile at the prevailing rate set by the Federal Travel Regulations (currently 34.5 cents per mile), not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in such automobile, no additional charge will be made by the Contractor for such travel between such points.

E. Prior Authorization of Certain Direct Costs

1. Purchase Orders and Subcontracts:

Requirements for purchase orders and subcontracts are governed by FAR Clause 52.244-2 of the General Provisions except as may be indicated herein.

2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor's own risk, if without such prior written authorization:

- (a) Purchase or rental of any item of equipment including furniture or office equipment regardless of cost.
- (b) Any rental agreement for real or personal property, or any term contract for maintenance.
- (c) Travel for general scientific meetings.
- (d) Rearrangement, alteration or relocation of facilities.
- (e) Any formal subcontract arrangements in excess of the simplified acquisition threshold, not otherwise expressly provided for in the contract.
- (f) Foreign travel not expressly provided for in the contract.

F. Indirect Costs

Pursuant to the provisions of the clause of the General Provisions of this contract entitled "Allowable Cost and Payment," the following rates are established.

Fringe Benefits: _____%

Overhead: _____%

G&A: _____%

B.3. OPTIONS

(a) The Government may extend the term of this contract by written notice to the contractor provided that the Government shall give the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not extend beyond 36 months from the effective date of this contract.

Your attention is drawn to the following clause:

FAR 52.217-5 EVALUATION OF OPTIONS JUL 1990

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A. Description and Scope of Work

The purpose of this contract, Third Party Reimbursement Training and Technical Assistance to HRSA Community Based Grantees, is threefold.

1. To strengthen grantee ability to establish or maintain an effective third-party reimbursement system and receive appropriate reimbursements from third party payors, particularly Medicaid, SCHIP, Medicaid and SCHIP managed care programs, Medicare, private and other potential payors;
2. Train and offer technical assistance to HRSA community based grantees to establish or maintain an effective third-party reimbursement system, particularly from Medicaid and SCHIP; and
3. Increase the capacity of HRSA grantees to fully serve their communities by assuring that grant dollars are used for the care of the uninsured and underinsured community members.

The project has the following objectives.

1. Train the variety of HRSA community based grantees in one and one-half day training sessions on how to establish and maintain an effective third-party reimbursement system and understand public, particularly Medicaid, SCHIP as well as Medicare, and private reimbursement requirements and procedures to effectively claim reimbursements.
2. Develop a flexible curriculum to train the variety of HRSA community based grantees who serve underserved populations and Federal staff, addressing the factors HRSA grantees must use to successfully claim third party reimbursements from public and private payors. A curriculum must include the unique factors utilized by the State in which the grantees are located for claiming reimbursement from State programs such as Medicaid, SCHIP, and Medicaid and SCHIP managed care.
3. Develop and offer a program of technical assistance to individual HRSA grantees and small clusters of grantees that complement the training programs.
4. Assist HRSA to develop in-house expertise in central and field offices on third-party reimbursement issues and address State and Federal policies and issues by providing one day field office training sessions in each of the 10 HRSA field office and in the HRSA central office.

5. Develop and distribute technical assistance tools and training materials to include print and Web-based formats.
6. As directed by the Project Officer, make presentations or conduct a training program at national, regional, or State meetings and conferences of HRSA grantees or associations representing HRSA grantees.

The work previously undertaken in a HRSA sponsored third-party reimbursement study, including the barriers identified and the approaches recommended, will serve as one of the formative elements for this project. The Contractor will be provided a copy of the study final report.

This project could be a three-year effort. In the first year, training and technical assistance initiatives will begin with a demonstration program in five states selected by HRSA. After the demonstration is tested, evaluated, and fine-tuned, the program may be expanded to serve states throughout the country. Identifying opportunities that may exist in national and State conferences and meetings for grantee training on priority reimbursement issues will also begin the first year. Additionally, training HRSA field office and central office staff will be completed the first year.

Guidance for this project will be provided by a Reimbursement Steering Committee identified by HRSA. The selected Contractor will also be expected to work with national and state level organizations representing categories of HRSA grantees to explain the project, enlist their assistance in getting the word out and to potentially use their conferences to further the objectives of the project. Since components of the training and technical assistance activity will be state-based, State primary care and rural health associations, Medicaid agencies and health departments may become involved in planning and carrying out training programs.

The training curriculum will include at a minimum a focus on priority generic issues that cut across state boundaries. Examples include:

- emphasis on the out-patient characteristics of HRSA grantees
- the merits of third-party billing and related HRSA policies;
- opportunities for third party reimbursement from both public and private payors;
- third party payment requirements and procedures for public and private payor programs such as Medicaid, Medicare, SCHIP and others;
- techniques to address Medicaid eligibility and enrollment including retroactive and transitional Medicaid coverage;
- techniques to address Medicaid managed care and SCHIP managed care including transition to mandatory Medicaid managed care and transitions in Managed Care Organization's (MCO) contracting with Medicaid;

- case management coverage considerations (including certification), federal Medicaid requirements, and state options;
- state initiatives in managed care;
- upgrading of billing systems;
- billing training for outpatient services covering the following topics:
 - medical records documentation,
 - eligibility tracking,
 - encounter/charge form collection and control,
 - coding structures and administrative simplification,
 - relationship between record and billing,
 - encounter tracking and reporting,
 - obtaining provider billing status,
 - acquiring a billing system,
 - setting up billing capacity,
 - how to staff the billing department,
 - monitoring billing productivity,
 - data needed in order to bill,
 - how to track billing information,
 - retroactive billing,
 - accounts receivable management,
 - Medicaid and Medicare billing,
 - QMBs and SLMBs, (see note below)
 - how to evaluate billing services,
 - how to manage the billing service utilized, and
 - how to evaluate billing services vs. doing billing in-house
 - completion of Medicaid and Medicare cost reports to ensure all reimbursable costs are reported.

NOTE: QMB and SLMB each refer to individuals that are enrolled (or eligible to enroll) in both Medicare and Medicaid - often times called 'dual eligibles.' QMBs stands for Qualified Medicare Beneficiary - Medicaid (a State) pays for the Medicare premiums and the cost sharing for of a Medicare beneficiary that is participating in the State's Medicaid program. SLMB stands for Specified Low Income Beneficiary and Medicaid (a State) pays the Medicare premiums of a Medicare Beneficiary, but does not pay the cost sharing for a Medicare beneficiary that is participating in the State's Medicaid program.

Also included in the training curriculum will be a state specific component that targets specific grantees and specific, high priority, reimbursement requirements and procedures unique to each state. The following topics, based on the requirements already identified in the previously mentioned reimbursement study, should be included.

- Medicaid and SCHIP eligibility, including Medicaid and SCHIP managed care, documentation and enrollment, Medicaid presumptive eligibility; QMB and SLM B requirements;
- Medicaid mandatory and optional case management coverage, individual state case management coverage and certification requirements, and methods for meeting requirements in and outside of managed care organization arrangements;
- Emphasis on the out-patient services of HRSA grantees;
- Training for staffs of local and state health departments in coverage of traditional public health services by Medicaid;
- Training to address reimbursement and grantee loss of revenues for enabling and other services not uniformly reimbursed by all States;
- Presumptive eligibility procedures;
- Managed care issues and operations such as the various types of HMO's and how to bill for services;
- How HRSA grantees can become managed care ready, including Medicaid and SCHIP managed care contracting and payments.

The Contractor is also expected to design and implement a technical assistance program that is complementary to the training provided in each state. Technical assistance should be provided to clusters of HRSA grantees, whenever possible, but also made available to individual organizations when grouping them is not relevant or feasible. Based on the barriers identified in the study, the following suggestions are provided for technical assistance emphasis.

- Assistance in achieving optimal and effective third-party provider status.
- Assistance to ensure reimbursement of all eligible reimbursable services including case management services.
- Assistance in how to transition to managed care and contract negotiations.
- Follow-up on heightened interest generated by billing training, addressing issues in an individualized manner.
- Assistance in eligibility determination requirements and enrollment.
- Assistance in implementing opportunities from “six-month lock-in” presumptive eligibility, newborn eligibility identification, and streamlined eligibility determination along with upgrading of billing systems to accommodate retroactive billing.

- Assistance in identifying procedural barriers for specific populations within a state and execution of strategies to remove them.
- Assistance in how to analyze grantee costs to achieve better recognition of costs in rate negotiations.
- Approaches to shared service arrangements and service expansion strategies that will result in maximizing reimbursement.

Technical assistance tools and materials are to be developed for use by grantees to complement and reinforce the training and technical assistance they receive. These should also be made available to other grantees and Federal staff as a resource for them in addressing third party reimbursement issues and procedures. The study report suggests video formats, and these may be evaluated by the Contractor. However, print and Web-based formats appear to offer more utility at lower cost and are expected to be included. These resources should be adapted from the training curriculum and other existing sources as much as possible. Training staff are expected to be knowledgeable about out patient third party reimbursement processes and systems as well as HRSA community based grantees and services.

The Contractor also will design and provide training to selected HRSA staff, both in the central office and in the 10 field offices, about the nature of this project and specific reimbursement issues. The intent is to develop a core of people with knowledge about third-party reimbursement and raise the level of expertise in-house. The Contractor must be available to HRSA central and field office staff to answer reimbursement questions. Additionally, from time to time, the Contractor will be asked to provide analyses and recommendations on Federal and State policy issues and procedures that are barriers to full third-party reimbursement for various HRSA grantee groups. The contractor will also be asked to make presentations at state and national level organizations representing HRSA grantees. It is anticipated the contractor will use consultants to assist in carrying out portions of this contract.

Tasks by Project Year

Year One (Tasks may not necessarily be required in the following sequential order)

Task 1 - Communicate with Federal Project Staff and Reimbursement Task Force

- 1-1 Meet with the Project Officer and other appropriate Federal staff as designated by the Project Officer upon award of the contract to discuss the project.
- 1-2 Throughout the project period, meet with Project Officer by phone or in person for updates and discussion of project progress including problems identified, problems anticipated, and how those problems will be handled.

- 1-3 Meet with HRSA Reimbursement Steering Committee initially and periodically at the request of the Project Officer to discuss plans, issues, and progress.

Task 2 - Develop Project Work Plan

- 2-1 Develop a detailed project work plan for the first year of the Contract.
- 2-2 Discuss the work plan with the Project Officer and other HRSA staff as requested, and revise it as necessary.
- 2-3 Finalize the work plan with the selection of the five states by the government

Task 3 - Design a Flexible Training Curriculum

- 3.1 Identify general issues, procedures, operations and barriers to be included
- 3-2 Identify the state specific procedures, operations and barriers that will be included in a training program and, dependent upon the states selected for training, prepare a tailored supplemental training curriculum for the selected state(s).
- 3-3 Identify issues, procedures, operations and barriers for Federal government training
- 3-4 Develop training materials and outlines for training sessions
- 3-5 Finalize curriculum with Project Officer
- 3-6 Identify faculty, including consultants, to assist in training sessions

Task 4 - Implement Demonstration

- 4-1 Identify location(s) and facilities for training program in one state
- 4-2 Conduct training session(s) in one state
- 4-3 Evaluate training program and effectiveness of the curriculum
- 4-4 Adjust training curriculum and other aspects of the training program

Task 5 - Develop Plans for Remaining Training Sessions

- 5-1 Seek the approval of the Project Officer to begin this task

- 5-2 Identify locations and potential sites for the training sessions in the remaining four states
- 5-3 Recommend locations and facilities for the remaining training sessions for approval by the Project Officer
- 5-4 Make necessary logistical arrangements for the training sessions to ensure all state HRSA grantee participation
- 5-5 Arrange necessary faculty and complete curriculum modifications
- 5-6 Carry out remaining HRSA grantee training sessions
- 5-7 Prepare report on remaining training sessions including number of grantees trained, number untrained, number of participants, requests for technical assistance, types of questions raised by grantees and comments, results of training evaluations and results of trainer evaluations by trainees.

Task 6 - Develop Technical Assistance Services

- 6-1 Identify most likely issues and barriers requiring technical assistance
- 6-2 Identify sources of potential responses to requests for technical assistance
- 6-3 Identify consultants or other expertise and materials to respond to requests
- 6-4 Prepare a plan to offer HRSA grantees technical assistance and the approach and method(s) that will be used to respond to requests for technical assistance
- 6-5 Prepare report on availability of technical assistance including types available and consultants available if necessary
- 6-6 Determine if clustered technical assistance is viable to respond to a multitude of similar requests
- 6-7 Respond to requests for technical assistance with the approval of the Project Officer
- 6-8 Prepare a report on the type of request, the assistance provided and the volume of requests received and responded to at the direction of the Project Officer

Task 7 - Develop and Make Available Resources in Print and Web-Based Formats

- 7-1 Identify materials from training sessions and technical assistance assignments useful for distribution
- 7-2 Adapt for distribution in print and Web-based formats
- 7-3 Make arrangements for distribution

Task 8 - Design and Conduct Training for HRSA Staff

- 8-1 Make arrangements to carry out HRSA staff training in each of the 10 HRSA field offices and in the HRSA central office. Identify locations and sites for training including necessary logistical arrangements.
- 8-2 Identify training materials and faculty, including consultants, to conduct training sessions
- 8-3 Conduct training sessions in central and field offices

Task 9 - Provide Special Studies and Consultations to HRSA

- 9-1 On request, provide special studies and/or consultation to Project Officer, other HRSA staff, and HRSA Reimbursement Steering Committee on policy issues and potential solutions.

Task 10 - Prepare Year End Report

- 10-1 Prepare and submit year end report summarizing accomplishments and problems or issues encountered as well outlining plans for year 2.

Year Two (Contingent upon HRSA decision to continue training and technical assistance program and tasks may be modified depending upon year 1 experiences)

- Task 1 - Develop Work Plan for Year 2 to initiate training of HRSA grantees in a portion of the remaining States as selected by HRSA
- Task 2 - Update Training Curriculum
- Task 3 - Expand Training and Technical Assistance to Remaining States in a Phased Manner Based on Priority Criteria
- Task 4 - Continue Training for HRSA Staff
- Task 5 - Continue to Provide Consultation to HRSA on Reimbursement Policy Issues

- Task 6 - Provide Additional Resources in Print and Web-Based Formats
- Task 7 - Design Evaluation of Effectiveness of Training and Technical Assistance
- Task 8 - Provide Special Studies and Consultations to HRSA

Year Three (Complete grantee training in the remaining States)

- Task 1 - Develop Work Plan for Year 3
- Task 2 - Update Training Curriculum
- Task 3 - Provide Training and Technical Assistance to All States
- Task 4 - Continue Training for HRSA Staff
- Task 5 - Continue to Provide Consultation to HRSA on Reimbursement Policy Issues
- Task 6 - Provide Additional Resources in Print and Web-Based Formats
- Task 7 - Carry out Evaluation of Effectiveness of Training and Technical Assistance
- Task 8 - Provide Special Studies and Consultations to HRSA

B. Incorporation of Contractor's Proposal

It is understood and agreed that the Contractor shall, in meeting the requirements of this contract, perform the work in accordance with the Contractor's proposal to the Health Resources and Services Administration for Third Party Reimbursement Training and Technical Assistance to HRSA Community Based Grantees, dated _____, as amended by revised proposal dated _____, provided, however, that to the extent that any provisions of the articles of this contract are in conflict or inconsistent with any provisions of said proposal, the provisions of the articles of this contract shall be controlling and shall supersede the provisions of said proposal.

SECTION D - PACKAGING AND MARKING

D.1 (For this Solicitation, there are NO clauses in this section)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-5 Inspection of Services--Cost-Reimbursement.

APR 1984

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.242-15 Stop-Work Order. (AUG 1989) -- Alternate I APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is twelve (12) months, commencing from the effective date of this contract.

First Option Year - FY 2002

From 12 months from EDOC through 24 months from EDOC

Second Option Year - FY 2003

From 24 months from EDOC through 36 months from EDOC

F.3 ARTICLES OR SERVICES TO BE DELIVERED AND DELIVERY TIME

All reports, processes, and product deliverables are subject to approval of the Project Officer. All electronically recorded reports shall be in Microsoft Word or WordPerfect format (the latest version thereof). The final report and summary shall be complemented by a disk copy.

The Contractor shall deliver all items labeled per instructions, and in the quantity cited, and at the time indicated or before the time indicated in this Article.

1. All deliverable items are to carry at the top of the first page the following information:

Contract Number
Deliverable Item Number
Deliverable Item Delivery Due Date
Date of Submission

2. All deliverable items are to be separate physical entities.

In addition to the number of copies to be submitted, as shown below, one copy of the Final Report shall be mailed directly to:

Contracting Officer
Health Resources and Services Administration
Parklawn Building, Room 13A-19
5600 Fishers Lane
Rockville, Maryland 20857

All remaining copies of all deliverables shall be submitted to:

TO BE INSERTED AFTER CONTRACT AWARD

Articles or Services to be Furnished and Delivery Time - Year One

Deliverable	Task	Description	Due Date	Quantity
1	2	Project work plan	1 month	5
2	3	Design of flexible training curriculum	3 months	5
3	4	Implementation of training in one state	5 months	-
4	4	Completed evaluation of first state	6 months	-
5	5	Expansion to remaining four states	9 months	-
6	6	Report on types of technical assistance available	6 months	5
7	6	Report on technical assistance provided	11 months	5
8	7	Initial set of print and Web resources	10 months	5
9	8	Training for HRSA Central and Field Office Staff	9 months	-
10	9	Report(s) and special studies	To be determined (TBD) by PO	5
11	9	Year end report	12 months	5

¹These dates refer to the number of months after the contract is awarded.

Articles or Services to be Furnished and Delivery Time – Option Year One

Deliverable	Task	Description	Due Date	Quantity
1	1	Project work plan Year 2	1 month	5
2	2	Update of flexible training curriculum	1 month	5
3	3	Completion of training in 25 States (Selected by HRSA)	By 12 th month	-
4	3	Initiation of Technical Assistance Capability to State Grantees	2 months	-
5	4	Report on types of technical assistance delivered	6 months and 12 months	5
6	5	Update of print and Web resources – if determined by Project Officer	10 months	5
7	7	Report(s) and special studies	TBD by PO	5
8	6	Year end report	12 months	5

²These dates refer to the number of months after the contract is awarded.

Articles or Services to be Furnished and Delivery Time – Option Year Two

Deliverable	Task	Description	Due Date	Quantity
1	1	Project work plan	1 month	5
2	2	Update of flexible training curriculum	1 month	5
3	3	Completion of training in 20 States (Selected by HRSA)	By 12 th month	-
4	3	Initiation of Technical Assistance Capability to State Grantees	2 months	-
5	4	Report on types of technical assistance delivered	6 months and 12 months	5
6	5	Update of print and Web resources	10 months	5
7	7	Report(s) and special studies	TBD by PO	5
8	6	Final report – Project Year and Three Year Training and Technical Assistance Program	12 months	5

³These dates refer to the number of months after the contract is awarded.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1. Designation of Project Officer

The person identified below is designated as the Project Officer for this contract. The responsibility of the Project Officer (or his/her duly authorized representative) is to ensure that the Government's technical objectives are met. To this end, the Project Officer will provide necessary information, direction, coordination, et cetera, within the contractual work description. Issuance of changes which affect the articles, terms or conditions of this contract will be accomplished through the Contracting Officer, who is the only party authorized to bind the Government to contract. Only the Contracting Officer has the authority to direct or negotiate changes in the Statement of Work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to the Contractor for costs incurred during the performance of the contract, or, otherwise change any terms and condition of this contract.

Project Officer:

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

G.2. Designation of Project Director

The person identified below is confirmed to be the Project Director acting on behalf of the Contractor. In this capacity the Project Director shall direct the necessary work and services toward accomplishment of the contractual requirement(s). The Government reserves the right to approve any necessary successor to the Project Director.

Project Director:

G. 3 Key Personnel

The personnel specified in this section are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by the clause. The contract may be amended during the course of the contract, as appropriate, to either add or delete Key Personnel.

Key Personnel:

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

G.4 Post Award Evaluation of Past Performance

Interim and final evaluations of contractor performance shall be conducted on this contract in accordance with OFPP Policy Letter 92-5 issued January 11, 1993 and HHSAR 342.7002(c)(2)(iv). A final performance evaluation shall be completed at the time of completion of work.

G.5 Submission of Invoices and Place of Payment

A. Once each month following the effective date of this contract, the Contractor may submit to the Government an invoice (or public voucher) for payment in accordance with HHSAR Clause 352.216-7 of the General Provisions. Invoices shall be prepared in accordance with the "Billing Instructions" attached hereto and made a part of this contract. The Government shall make provisional payments on all invoices pending the completion of a final audit of the Contractor's cost records.

B. To expedite payment, vouchers shall be submitted, as follows:

All invoices (monthly, completion and final) shall be sent directly to the Contracting Officer at the address listed below. An original and five (5) copies are required. (Where applicable the Contractor shall submit the invoice to said Contracting Officer via cognizant Government auditor):

Department of Health and Human Services
Contracting Officer
Health Resources and Services Administration
Parklawn Building, Room 13A-19
5600 Fishers Lane
Rockville, Maryland 20857
Finance Office: (301)443-3020

G.6. Electronic Funds Transfer Payment Methods

The information required by FAR Clause 52.232-33 A Mandatory Information for Electronic Funds Transfer Payment@ (AUG 1996) shall be submitted to the following address:

Department of Health and Human Services
Program Support Center
Division of Fiscal Services
Parklawn Building, Room 16A-20
5600 Fishers Lane
Rockville, Maryland 20857
Attn: Delores Galipo
Finance Office: (301)443-3020/6766

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1. Rights in Data

RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT

Material derived from work performed under this contract may not be published or disseminated without the express written permission of the Project Officer.

The contractor shall agree not to release or disclose, verbally or in writing, information pertaining to the results or findings of work performed (including data collected, analyses completed, or draft or final papers and reports prepared) for the period of the contract without obtaining prior written approval of the Government's Project Officer. The Contractor must request approval in advance (minimum 21 days prior to release) and in writing, specifying:

- 1.who is requesting information;
- 2.when and how project results/information will be released; and
- 3.what information will be released.

Failure to receive a response from the Government's Project Officer does not constitute approval for release of information.

Any data provided by the Government to assist in the Contract may be used only for efforts associated with the work under that Contract.

Ownership of Documents, Materials and Records: All documents, materials or records provided to the Contractor, or developed or maintained by the Contractor in the performance of this contract are deemed to be property of the Government.

H.2 Clearance/Production of Information Products/services

A. The Department of Health and Human Services' Office of the Assistant Secretary for Public Affairs requires clearance for any external publication, audiovisual, exhibit, or public affairs service produced for or by HRSA through this contract as a deliverable (an external publication is one of which 50 copies or more are to be distributed outside HHS). This clearance, which takes approximately four (4) weeks, is obtained by the project officer through HRSA's Office of Communications.

B. It is the policy of DHHS that DHHS must be prominently and dominantly identified as the primary publisher/producer, to include use of the DHHS logo, on all communication materials, including those produced by contractors (This requirement may be satisfied by displaying the DHHS logo on the back cover of a publication). The Health

Resources and Services Administration's HRSA logo must be displayed in a position of prominence second only to DHHS as the identifier on all communication materials produced on behalf of HRSA, whether by Agency staff, contractors, or other entities. Communication materials are any and all documents and presentations intended for audiences outside the Agency, including but not limited to:

- * fact sheets, newsletters, brochures, flyers
- * press releases, advisories, other media materials
- * exhibits, posters
- * summaries, monographs, proceedings
- * slides, overhead transparencies, posters
- * audio and videotapes, films
- * Internet publications

Internal Publications (not more than 50 copies are to be distributed outside HHS) are excepted from this requirement. Where appropriate, the Bureaus and Divisions in HRSA shall be included below the HRSA logo. Only the Agency Administrator may grant an exception to the policy.

C. Title 44 of the U.S. Code requires that the printing of any publication developed under this contract shall be done by the Government Printing Office. Printing shall be coordinated through the Project Officer.

H.3 Printing and Duplicating

The printing of Government documents must be accomplished through the Government Printing Office or its field printing plants, unless otherwise approved by the Congressional Joint Committee on Printing (JCP). Contractors and grantees are not intended to be prime or substantial sources of printing for government agencies. Contractors may prepare copy, illustrative material (forms, etc.) and/or camera ready documents for the purpose of producing publications.

Regarding the use of private funds for printing, the regulations state that when appropriated funds are used to create information for publication, the printing of that information cannot be made available to a private publisher for publication without prior approval of the JCP.

H.4 Subcontracting

(A) Small Business Subcontracting Plan

1. The Small Business Subcontracting Plan, dated _____ is attached and made a part of this contract.
2. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, Utilization of Small Business Concerns, incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the

remedies reserved to the Government under FAR 52.219-16, Liquidated Damages-Subcontracting Plan.

(B) Small Disadvantaged Business (SDB) Participation Plan

1. The Small Disadvantaged Business (SDB) Participation Plan, dated _____ is attached hereto and made a part of this contract.
2. In compliance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Option Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information is submitted and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
3. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR 52.219-16, Liquidated Damages-Subcontracting Plan.

(C) Subcontracting Reports

1. The Contractor shall submit the original and one copy of Form SF-294, Subcontracting Report for Individual Contracts in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. In addition, if this contract contains a SDB Participation Plan, the Contractor shall attach a copy of OF-312, Small Disadvantaged Business Participation Report to the SF-294. Regardless of the effective date of this contract, these reports shall be submitted on the following dates for the entire life of this contract: April 30th and October 30th. The report shall be sent to: Contracting Officer, Health Resources and Services Administration, Contract Operations Branch, 5600 Fishers Lane, Room 13A-19, Rockville, MD 20857.
2. The Contractor shall submit one copy of Form SF-295, Summary Subcontracting Report in accordance with the instructions on the report as referenced by Public Law 95-507, Section 211. The Summary Subcontracting Report shall be submitted annually on the following date for the entire life of the contract: October 30th. The first report shall be submitted after the first full year of the contract in addition to any fractional part of the year in which the contract becomes effective. This report shall be mailed to the following address: Office of Small and Disadvantaged Business Utilization, Department of Health and Human Services, Hubert H. Humphrey Bldg., Room 517-D, 200 Independence Ave., S.W., Washington, DC 20201.
3. The Contractor shall also send an Information Copy of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call the SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

SECTION I **CONTRACT CLAUSES**

I.A 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.arnet.gov

I.1 52.202-1	Definitions.	OCT 1995
I.2 52.203-3	Gratuities.	APR 1984
I.3 52.203-5	Covenant Against Contingent Fees.	APR 1984
I.4 52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
I.5 52.203-7	Anti-Kickback Procedures.	JUL 1995
I.6 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
I.7 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
I.8 52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
I.9 52.204-4	Printed Copied Double-Sided on Recycled Paper.	AUG 2000
I.10 52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
I.11 52.215-2	Audit and Records - Negotiation.	JUN 1999
I.12 52.215-10	Price Reduction for Defective Cost or Pricing Data.	OCT 1997
I.13 52.216-7	Allowable Cost and Payment.	MAR 2000
I.14 52.216-8	Fixed Fee.	MAR 1997
I.15 52.217-8	Option to Extend Services.	NOV 1999

I.16 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

I.17 52.219-8	Utilization of Small Business Concerns.	OCT 2000
I.18 52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
I.19 52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting	OCT 1999
I.19 52.222-1	Notice to the Government of Labor Disputes.	FEB 1997
I.20 52.222-2	Payment for Overtime Premiums.	JUL 1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work -

I.21 52.222-3	Convict Labor.	AUG 1996
I.22 52.222-21	Prohibition of Segregated Facilities.	FEB 1999
I.23 52.222-26	Equal Opportunity.	FEB 1999
I.24 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
I.25 52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
I.26 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1999
I.27 52.223-3	Hazardous Material Identification and Material Safety Data.	JAN 1997
I.28 52.223-6	Drug-Free Workplace.	JAN 1997
I.29 52.223-14	Toxic Chemical Release Reporting.	OCT 2000
I.30 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises.	JUN 2000
I.31 52.227-1	Authorization and Consent.	JUL 1995
I.32 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
I.33 52.227-14	Rights in Data - General.	JUN 1987
I.34 52.227-17	Rights in Data - Special Works.	JUN 1987
I.35 52.228-7	Insurance - Liability to Third Persons.	MAR 1996
I.36 52.232-9	Limitation on Withholding of Payments.	APR 1984
I.37 52.232-17	Interest.	JUN 1996
I.38 52.232-22	Limitation of Funds.	APR 1984
I.39 52.232-23	Assignment of Claims.	JAN 1986

I.40 52.232-25 Prompt Payment. (JUN 1997)

(b) Contract financing payments - (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

I.41 52.232-33	Payment by Electronic Funds Transfer-- Central Contractor Registration.	MAY 1999
I.42 52.233-1	Disputes. (DEC 1998) -- Alternate I	DEC 1991
I.43 52.233-3	Protest after Award. (AUG 1996) -- Alternate I	JUN 1985
I.44 52.242-1	Notice of Intent to Disallow Costs.	APR 1984
I.45 52.242-3	Penalties for Unallowable Costs.	OCT 1995
I.46 52.242-4	Certification of Final Indirect Costs.	JAN 1997
I.47 52.242-13	Bankruptcy.	JUL 1995
I.48 52.243-2	Changes - Cost-Reimbursement. (AUG 1987) -- Alternate I	APR 1984

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

I.50 52.244-5

Competition in Subcontracting.

DEC 1996

I.51 52.244-6

Subcontracts for Commercial Items and
Commercial Components.

OCT 1998

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.52 52.246-25 Limitation of Liability--Services.

FEB 1997

I.53 52.247-1 Commercial Bill of Lading Notations. (APR 1984)

Transportation is for the Health Resources and Services Administration and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

Transportation is for the Health Resources and Services Administration and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. []. This may be confirmed by contacting Health Resources and Services Administration, Contracting Officer, 5600 Fishers Lane, Room 13A-19, Rockville, Maryland 20857.

I.54 52.249-6

Termination (Cost-Reimbursement).

SEP 1996

I.55 52.249-14

Excusable Delays.

APR 1984

I.56 52.253-1

Computer Generated Forms.

JAN 1991

DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS

I.57 352.202-1	Definitions	APR 1984
I.58 352.215-12	Restriction of Disclosure and Use of Data	APR 1984
I.59 352.224-70	Confidentiality of Information	APR 1984
I.60 352.228-7	Insurance - Liability to Third Persons	DEC 1991
I.61 352.232-9	Withholding of Contract Payments	APR 1984
I.62 352.232-75	Incremental Funding	APR 1984
I.63 352.233-70	Litigation and Claims	APR 1984
I.64 352.237-70	Consulting Services Reporting	APR 1984
I.65 352.242-71	Final Decisions on Audit Findings	APR 1984
I.66 352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities	APR 1984
I.67 352.270-5	Key Personnel	APR 1984
I.68 352.270-6	Publication and Publicity	JUL 1991
I.69 352.270-7	Paperwork Reduction Act	APR 1984

SECTION J
LIST OF ATTACHMENTS

<u>Attachment No.</u>	<u>Title</u>
A	Billing Instructions
B	Disclosure of Lobbying Activities
C	Small, Small Disadvantaged and Women-Owned Small Business Model Subcontracting Plan Outline
D	Past Performance Letter and Questionnaire
E	Small Disadvantaged Business Participation Plan

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS

K.1 To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.)

The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

Name of offeror _____

RFP No. _____

Signature of authorized individual _____

Date _____

Type name of authorized individual

Name of contact person at organization who will be able to respond to vendor web based survey as part of the HRSA Acquisition Performance Improvement program:

Email address of contact person: _____

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.2 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
APR 1991

K.3 52.223-6 Drug-Free Workplace JAN 1997

K.4 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.
(JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may -

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which -

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either -

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

K.5 52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN:[].

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other_____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name ☐

TIN ☐

K.6 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii) (A) The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [], within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE OFFEROR OR RESPONDENT	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
--	--

_____	_____
_____	_____

K.8 52.215-11 Price Reduction for Defective Cost or Pricing Data--Modifications. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any

significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which-

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if-

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

K.9 52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are

identified accurately before and after each of the Contractor's ownership changes;
and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

K.10 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

K.11 52.219-1 Small Business Program Representations. (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561110.

(2) The small business size standard is \$5,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(c) Definitions.

“Service-disabled veteran-owned small business concern” --

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Woman-owned small business concern” means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.12 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ___ has, ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.13 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.14 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands,

the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 52.227-6 Royalty Information. (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.16 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or

restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

___ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

___ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data - General."

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

- L.1 52.204-6 Data Universal Numbering System (DUNS) Number JUN 1999
- L.2 52.215-1 Instructions to Offerors-Competitive Acquisition (FEB 2000)-ALT I OCT 1997
- L.3 52.215-7 Annual Representations and Certifications--Negotiation. OCT 1997
- L.4 52.215-8 Order of Precedence--Uniform Contract Format OCT 1997
- L.5 52.215-9 Changes or Additions to Make-or-Buy Program OCT 1997
- L.6 52.215-12 Subcontractor Cost or Pricing Data OCT 1997
- L.7 52.215-13 Subcontractor Cost or Pricing Data—Modifications OCT 1997
- L.8 52.215-14 Integrity of Unit Prices OCT 1997
- L.9 52.215-15 Pension Adjustments and Asset Reversions DEC 1998
- L.10 52.215-17 Waiver of Facilities Capital Cost of Money OCT 1997
- L.11 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB)
Other Than Pensions OCT 1997
- L.12 52.219-24 Small Disadvantaged Business Participation Program--Targets OCT 2000
- L.13 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation FEB 1999
- L.14 52.222-46 Evaluation of Compensation for Professional Employees FEB 1993
- L.15 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.

- L.16 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Health Resources and Services Administration, 5600 Fishers Lane, Room 13A-19, Rockville, MD 20857.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

- L.17 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

- L.18 Smoke-Free Workplace

PHS strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the nonuse of all tobacco products. In addition, Public Law 103-227, the Pro-children Act of 1994, prohibits smoking certain facilities -or in some cases, any portion of a facility- in which regular or routine education, library, day care, health care, or early childhood development services are provided to children.

L.19 PROPOSAL INSTRUCTIONS: FORMAT AND CONTENTS

A. GENERAL INSTRUCTIONS

1. The following instructions establish the acceptable minimum requirements for the format and content of proposals. Your special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

2. Business and technical proposals shall be submitted separately and clearly labeled "Business Proposal" and "Technical Proposal". Each of the proposals shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. Volume I shall include a statement indicating whether or not any exceptions are taken to the terms and conditions of the RFP as part of the proposal transmittal letter. Any exceptions taken shall include identification of the specific paragraphs and rationale for each exception. Exceptions shall also be noted in the proposal, at the location of the exception. The proposal shall be submitted in volumes as outlined below:

Volume	Title
I	Business Proposal including Administrative & Proposed Contractual Documents (Solicitation, Certifications, Representations, etc)
II	Technical Proposal as outlined in Paragraph B below

3. Proposals shall be single spaced and shall be printed on 8.5 x 11 inch paper containing text no smaller than 12 pitch/10 point. Each page shall be numbered and each volume shall be tabbed to correspond to the Table of Contents. Offerors may include 11 x 17 inch foldouts only to display graphics, flow charts, organizational charts, or drawings.

4. Where data/information appears in one part, it does not have to be repeated in any other part. However, it shall be cross referenced by indicating the specific location including the volume and page number as a minimum. The clarity, relevance, and conciseness of the proposal is important, not the length.

5. No cost or pricing data shall be included in either the Executive Summary (if applicable) or Technical Proposal. Conversely, no technical or management information shall be contained in the cost proposal except for basic cross referencing purposes. However, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions.

6. The proposal must be signed by an official authorized to bind your organization. One (1) original and twelve (12) copies of your proposal package must be submitted to:

Department of Health and Human Services
Health Resources and Services Administration
Contract Operations Branch
5600 Fishers Lane, Room 13A-19
Rockville, Maryland 20857
Marked for: **HRSA 250-OA-11(1)**
Attn: Suzanne Stinson

7. You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. These proposals may be considered if they are in the best interest of the Government. Alternate proposals, or deviations from any requirements of this RFP, must be clearly identified.

8. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this request for proposals.

9. It is understood that your proposal will become part of the official contract file.

10. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

11. Understanding of this requirement must be demonstrated by more than a reiteration of the Statement of Work (SOW). Statements that the Offeror understands, can or will comply with all requirement of the SOW and phrases such as "Standard procedures will be employed" or "well known techniques will be used" will be considered insufficient.

B. TECHNICAL PROPOSAL INSTRUCTIONS

To facilitate proposal evaluations, the offeror shall submit as a part of the proposal, a separate enclosure entitled "Technical Proposal." Under no circumstances is any cost to be shown in the Technical Proposal; however, unpriced details of labor hours and other direct cost shall be included.

1. Proposals which merely offer to conduct a program in accordance with the requirement of the Government's scope of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

2. A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.

3. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your

understanding and management of important events or tasks. You must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished.

4. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent experience, and specific scientific or technical accomplishments. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project.
5. The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, or grants should be included and contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer.
6. The technical proposal must contain a discussion of current or proposed facilities and equipment which will be used in the performance of the contract.
7. To facilitate the evaluation of the proposal, the offeror must submit its materials in two separate proposals: 1) the business proposal; and 2) the technical proposal. However, **unpriced** details of labor hours, travel and other direct costs shall be included in the technical proposal.
8. Specifically, the data and information in the technical proposal should be organized according to the following requirements:

A. Understanding and Statement of the Intent and Functions of the Project (20 points)

The proposal shall demonstrate in the offeror's own words a clear understanding and appreciation of the overall purpose and the specific objectives of this project and why the project is needed. The statement shall reflect an understanding of the characteristics of HRSA's community based grant programs and funded community organizations, particularly the out-patient emphasis of most HRSA grantees. The offeror shall also demonstrate a comprehension of outpatient billing operations, procedures and issues as well as the issues that discourage HRSA grantees from billing or maximizing their third party reimbursements. The statement shall also reflect knowledge of public and private reimbursement options and their procedures, operations and requirements for third party reimbursement. Included shall be a demonstration of an understanding of the State based programs including Medicaid, SCHIP, Medicaid and SCHIP managed care, their general operations and procedures and administrative requirements for effective grantee reimbursement.

B. Technical Approach (25 points)

The proposal shall fully describe the proposed technical approach to meet each of the requirements specified under the Description and Scope of Work, including all tasks and their respective subtasks. It shall contain the following:

1. A detailed description of the contents of each task to be performed to achieve the project's purpose and objectives in the offeror's own words.

2. A discussion of the approaches to be used to accomplish individual tasks. Appropriateness and cost efficiency/efficient use of resources are important review criteria.
3. A discussion of anticipated major problem areas, together with potential approaches to their solution.
4. A description of the services to be provided to each type of audience or organization.

C. Management Plan (15 points)

The offeror shall submit a project work plan, time schedule, organizational chart and person-loading matrix, including all work to be performed and deliverables to be provided.

1. The offeror shall provide an organizational chart of the project. A description of the staff proposed for carrying out the project shall also be provided and include the following:
 - a. The identification of the person who shall serve as Project Director.
 - b. The identification of other key personnel involved in the management of the project.
 - c. The identification of any consultants and/or contract staff and a clear description of their roles and reporting relationships.
 - d. A list of the staff and/or potential consultants to serve as faculty and/or provide technical assistance and the qualifications of each.
2. A matrix which displays person-days by task shall be provided. This matrix should show the number of days each individual shall contribute to each task and to the project as a whole. Consultants, as well as contract staff and subcontractors if used, shall be included.
3. The management plan shall include a description of the overall direction, task management, and technical responsibilities of project personnel. The offeror shall show how the overall timely accomplishment of work is to be managed, explaining what quality control procedures will be utilized.
4. Facilities, equipment, and other non-staff resources that are necessary for successful completion of the contract requirements shall be identified.

D. Personnel (20 points)

The proposal shall specify the types of personnel (in terms of education and professional experience) to be employed to perform the tasks and subtasks. Resumes of professional persons already identified for the project (see above) shall be included. The proposal shall also provide documentation of the

qualifications of any contract staff and consultants working on this contract as well as evidence of their commitment to participate. Staff should be experienced and knowledgeable about out-patient third party reimbursement systems, processes and requirements, HRSA programs and HRSA community based grantees. The staff shall have direct experience in the range of policy and operational issues to be addressed in this project.

The Project Director shall also have extensive experience in health care financial management and a working knowledge of public and private third party reimbursement systems and operations, particularly Medicaid, SCHIP, Medicaid and SCHIP managed care, Medicare, and other third-party reimbursement programs as they pertain to HRSA grantees. He/she also shall have significant management experience in projects involving training and technical assistance and with HRSA's programs.

The proposal will clearly describe the expertise and experience of the personnel in the context of the specific training and technical assistance topics outlined in the Scope of Work.

E. Capability and Experience of the Organization (20 points)

The proposal shall include a description of the capability and the experience of the offeror relative to the requirements and audiences of this project. This shall include a description of prior and current projects that are similar in the services to be provided, the tasks to be undertaken, and the organizations involved. The offeror shall describe how it directly and fully possesses the capability and experience required.

C. BUSINESS PROPOSAL INSTRUCTIONS

The offeror's business proposal shall consist of past performance information, cost and pricing data and administrative and management data as follows:

1. Past Performance

Offerors shall mail the Past Performance Questionnaire and Letter to at least five previous clients (see Section J, Attachment E) that are representative of the Offeror's capability to perform the services described in this solicitation. IN ADDITION, offerors shall submit the following information in their proposal (for both the offeror and proposed major subcontractors):

A list of the last three (3) contracts completed during the past three (3) years and all contracts currently in process that are similar in nature to the solicitation work scope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

1. Name of Contracting Organization

2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement including a discussion of similarities and differences between this proposed effort and the specifications of those contracts.
6. Project Officer AND Contracting Officer's Name and Telephone Number, FAX number and e-mail addresses
7. Project Director's Name and Telephone Number, FAX number and e-mail address
8. North American Industry Classification System (NAICS)

Offerors shall also discuss their experiences with any termination actions over the past three years and identify and explain any contract terminations for default or convenience by the Government and reasons why such action were taken.

The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a "major subcontract" is defined as a subcontract that exceeds \$10,000.

Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

In accordance with FAR 15.305, offeror's will have an opportunity to discuss past performance information obtained by references. However, names and individuals providing reference information about an offeror's past performance shall not be disclosed.

2. Cost and Pricing Data

The Offeror, at a minimum, must submit cost proposals fully supported by cost and pricing data in sufficient detail to allow a complete cost analysis which establishes the reasonableness of the proposed costs. Guidelines can be found in Table 15-2 which follows:

Table 15-2 - Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required.

This document provides instructions for preparing a contract pricing proposal when cost or pricing data are required.

Note 1: There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the Offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the Offerors price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

Note 2: By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

I. General Instructions.

A. You must provide the following information on the first page of your pricing proposal:

- (1) Solicitation, contract, and/or modification number;*
- (2) Name and address of Offeror;*
- (3) Name and telephone number of point of contact;*
- (4) Name of contract administration office (if available);*
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);*
- (6) Proposed cost; profit or fee; and total;*
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;*
- (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;*
- (9) The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.*
- (10) Date of submission; and.*
- (11) Name, title and signature of authorized representative.*

B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions

and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including -

(1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and.

(2) The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the Formats for Submission of Line Item Summaries section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

II. Cost Elements.

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. **Materials and services.** Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph IIA(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.

(1) **Adequate Price Competition.** Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

(2) **All Other.** Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractors proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price

agreement, or an earlier date agreed upon by the parties, given on the prime contractors Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractors data. For standard commercial items fabricated by the Offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective sources proposal. When submission of a prospective sources cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. Direct Labor. Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

D. Other Costs. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. Royalties. If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers.

(4) Patent application serial numbers, or other basis on which the royalty is payable.

(5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).

(6) Percentage or dollar rate of royalty per unit.

(7) Unit price of contract item.

(8) Number of units.

(9) Total dollar amount of royalties.

(10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).

F. Facilities Capital Cost of Money. When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

III. Formats for Submission of Line Item Summaries.

A. New Contracts (Including Letter Contracts).

<i>Cost elements</i>	<i>Proposed contract estimates-total cost</i>	<i>Proposed contract estimated-unit cost</i>	<i>Reference</i>
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>

Column and Instruction.

(1) Enter appropriate cost elements.

(2) Enter those necessary and reasonable costs that, in your judgment, will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract), describe them on an attached supporting page. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

(3) Optional, unless required by the Contracting Officer.

(4) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.).

B. Change Orders, Modifications, and Claims.

TABLE OMITTED

Column and Instruction.

(1) Enter appropriate cost elements.

(2) Include the current estimates of what the cost would have been to complete the deleted work not yet performed (not the original proposal estimates), and the cost of deleted work already performed.

(3) Include the incurred cost of deleted work already performed, using actuals incurred if possible, or, if actuals are not available, estimates from your accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if you desire to retain these items or any portion of them, indicate the amount offered for them.

(4) Enter the net cost to be deleted, which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) minus Column (3) equals Column (4).

(5) Enter your estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

(6) Enter the net cost of change, which is the cost of work added, less the net cost to be deleted. Column (5) minus Column (4) equals Column (6). When this result is negative, place the amount in parentheses.

(7) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.).

C. Price Revision/Redetermination.

TABLE OMITTED

(Use as applicable).

Column and Instruction.

(1) Enter the cutoff date required by the contract, if applicable.

(2) Enter the number of units completed during the period for which experienced costs of production are being submitted.

(3) Enter the number of units remaining to be completed under the contract.

(4) Enter the cumulative contract amount.

(5) Enter your redetermination proposal amount.

(6) Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parentheses. Column (4) minus Column (5) equals Column (6).

(7) Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

(8) Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from your books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from your records, enter in this column your best estimates. Explain the basis for each estimate and how the costs are charged on your accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead). Also show how the costs would be allocated to the units at their various stages of contract completion.

(9) Enter in Column (9) the production costs from your books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date.

(10) Enter in Column (10) the costs of work in process as determined from your records or inventories at the cutoff date. When the amounts for work in process are not available in your records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which your proposal relates.

(11) Enter total incurred costs (Total of Columns (8), (9), and (10)).

(12) Enter those necessary and reasonable costs that in your judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which your proposal relates.

(13) Enter total estimated cost (Total of Columns (11) and (12)).

(14) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.).

(End of Table 15-2)

Additional instructions:

- a. The cost for individual elements, such as analytical studies, reports, etc., shall be itemized. The Offeror shall provide the following detail as part of the cost proposal, in addition to any other requirements for cost detail required by this RFP.

(1) For labor estimates, the current hourly or annual rates should be indicated and the dates and periods to which rate increases apply should be shown.

In order to verify proposed annual and hourly rates, all Offerors are required to provide copies of actual payroll records for those individuals identified as being part of the proposed direct labor. As an alternative to actual payroll records, the Chief Financial Officer, Controller, or primary individual in charge of accounting/finance shall provide a separate letter, as part of the business proposal, identifying and certifying the proposed rates.

For proposed labor rate increases, the contractor shall provide the rationale for the proposed increases. At a minimum, the contractor shall provide a statement or analysis explaining their organization's historical salary increases.

A suggested format for illustrating labor costs is as follows:

Name	Title/Labor Category	# Hours	Hourly Rate	Total
Person 1				
Person 2....				

(2) If the organization does not have an established indirect cost rate, supporting information for any quoted rate should be submitted. Indirect cost rates proposed for on-site (work performed at Government provided location) and off-site (work provided at Contractor's establishment) should be indicated clearly and applied to the budget calculation.

(3) Where travel is proposed, the contemplated itineraries, method of travel, and period of travel should be shown. The Offeror shall indicate whether the estimated costs include such offsets as cash discounts, trade discounts, rebates, or allowances, etc. As applicable, the Contractor shall identify any pre-existing relationship with a travel agency used to provide the estimates.

(4) The basis for estimates for material, supplies, equipment, etc., should be explained.

- b. The estimated cost of each phase, if applicable, or segment of the offered performance shall be itemized.
- c. Inasmuch as it may be necessary to authorize performance of the project by phases or a group of phases, the extent that these are severable should be indicated together with the effect, if any, of such severance upon the estimated cost.
- d. If the Offeror is a Small Disadvantaged Business (SDB) and/or operates in a Historically Underutilized Business Zone (recognized by the Small Business

Administration), and the Offeror wants preference consideration, the Offeror must submit a written election with their proposal, expressing their preference in accordance with FAR 52.219-23.

- e. Please complete the Contract Proposal Pricing Format, schedules A and B.

Instructions for Completing Schedules A & B

Complete Schedule B for the base year and for each of the proposed option year(s). Then complete Schedule A using summary totals from the appropriate Schedule B, ie. base year and option year(s).

Schedule B Project Cost Detail (Base Year and Each Option Year(s))

- a) Direct Labor- Provide position description(s), hours and hourly rate(s). Complete calculation to show direct labor costs for each proposed position. Show total hours and dollar amount for proposed direct labor.
- b) Fringe Benefits-Indicate rate and apply to direct labor costs. Leave blank if fringe benefits are included in overhead.
- c) Overhead- Indicate rate and apply to applicable base. Overhead is usually expressed as a percentage of total direct labor costs (direct labor or direct labor plus fringe benefits).
- d) Other Direct Costs-List cost elements such as; travel consultants, materials and supplies, printing etc. Provide supporting details on supplementary schedules.
- e) Subcontracts- If applicable, indicate total subcontract costs.
- f) G&A- Indicate rate and apply to applicable base. G&A expenses are usually expressed as a percentage of total costs exclusive of G&A expenses. Leave blank if G&A expenses are included in overhead.
- g) Fixed Fee- Indicate rate and apply to applicable base. Fixed fee is usually expressed as a percentage of total proposed project costs.

Contract Proposal Pricing Format

Schedule A

Solicitation Number:

Project Cost Summary				
	Base Year	Option Yr 1	Option Yr 2	Total
Direct Labor	\$	\$	\$	\$
Fringe Benefits (%)				
Total Direct Labor				
Costs	\$	\$	\$	\$
Overhead(%)				
Other Direct Costs				
Subcontracts				
SubTotal/Total Costs	\$	\$	\$	\$
G & A (%)				
Total Costs	\$	\$	\$	\$
Fixed Fee(%)				
Total Costs Plus				
Fixed Fee	\$	\$	\$	\$

Contract Proposal Pricing Format

Schedule B

Solicitation Number:

Project Cost Detail-Year(s)

Direct Labor (a)

Position Description	Hours	Rate	Total
		\$	\$

Total Hours

Total Direct Labor

\$

Fringe Benefits % (b)

Total Direct Labor Costs

\$

Overhead % (c)

Other Direct Costs (d)

List Categories

Subcontracts (e)

SubTotal/Total Costs

\$

G & A % (f)

Total Costs

\$

Fixed Fee % (g)

Total Costs Plus
Fixed Fee

3. Administrative and Management Data

a. The offeror, at a minimum, must submit the following information in sufficient detail to allow a complete analysis of the offeror's management capabilities and responsibility.

- (1) Financial capability to perform the scope of work (See item f below).
- (2) Capability to meet delivery or performance schedules.
- (3) Record of past performance.
- (4) Possession of necessary organization, experience, and technical skills to perform the work, or the ability to obtain them.
- (5) Possession of required facilities.
- (6) Copy of the current agreement on indirect cost rates.
- (7) Discussion on the extent of proposed subcontracting with small and disadvantaged business enterprises.

b. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement to the effect that it is firm for a period of at least ninety (90) days from the date of receipt by the Government.

c. It is HHS policy that Contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to furnish the item with your own funds.

d. You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract.

e. The management and control of Government property must be in accordance with HHS Publication (OS) 74-115 entitled, "Control of Property in Possession of Contractors," a copy of which will be provided upon request.

f. Failure to establish financial capability will result in the proposal being excluded from consideration. In order to determine the financial capability, offerors shall provide the following:

1. If applicable, the point of contact, name and address of the cognizant Government audit agency.
2. Copy of the most recent **audit financial statements**.

3. Copy of the most recent audit conducted in accordance with OMB A-133 or OMB A-21, if applicable.
 4. Identify any Lines-of-Credit and amounts established with lending institutions copy of actual letter shall be provided).
 5. A description of the Offeror's accounting system and established internal controls. The
 6. Offeror may be requested to provide a recent audit which indicates the acceptability of the accounting system and internal controls.
- g. Other pertinent business and administrative information may also be requested if the information is considered necessary for proposal evaluation.
- h. Complete the Small Disadvantaged Business Participation Plan
1. Small Disadvantaged Business Participation Plan. In accordance with FAR Part 15.304(c)4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract shall be evaluated. The plan entitled, Small Disadvantaged Business Participation Plan, in Section M will be used for this purpose. Any targets will be incorporated into and become part of any resulting contract.
 2. Offerors shall submit information on SDB participation in one clearly marked section of their business proposal (see Attachment F)(NOTE: This is a separate requirement from that of a Subcontracting Plan). The SDB plan describes the extent of participation of SDB concerns in performance of the contract. This can include joint ventures, teaming arrangements, subcontracts and participation in performance of the contract expected to be performed by SDB concerns at the prime contract level. Offerors must include in their plan the information that addresses the subfactors entitled "Small Disadvantaged Business Participation Factor" in Section M.
 3. SDB participation information will be used as an evaluation factor against which offerors' relative rankings will be compared to assure the best value to the Government. If subcontractors are proposed, offerors shall include a commitment letter from the subcontractor detailing the following:
 - a. Willingness to perform as a subcontractor for specific duties (list the duties).
 - b. What priority the work will be given and how it will relate to other work.
 - c. The amount of time and facilities available to this project.
 - d. Information on their cognizant field audit offices.
 - e. How rights to publications and patents are to be handled.
 - f. A complete cost proposal in the same format as the offeror's cost proposal.

g. For each subcontract over \$500,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and bases for establishing source and reasonableness of price, as well as the result of review and evaluation of subcontract proposals when required.

4. The offeror's Small Disadvantaged Business (SDB) Participation Plan will be evaluated before determination of the competitive range.

5. Evaluation

a. The evaluation of the offeror's SDB Participation Plan will be based on information obtained from the plan provided by the offeror (which should contain information as detailed in FAR Part 19.1202-3, such as to the extent to which SDB concerns are specifically identified, the extent of commitment to use SDB concerns (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones), the complexity and variety of the work SDB concerns are to perform, the realism of the proposal, past performance of offerors in complying with subcontracting plan goals for SDB concerns, and the extent of participation of SDB concerns in terms of the value of the total acquisition), other relevant information obtained from SDB concerns, and any information supplied by the offeror concerning problems encountered in SDB participation.

b. Evaluation of the SDB Participation Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime Contractor.

c. The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors. Thus, an offeror with an exceptional record of participation with SDB concerns may receive a more favorable evaluation than another whose record is acceptable. In order for a small disadvantaged business submitting a proposal as a prime to get this consideration, it must also offer a SDB Subcontracting Plan.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 Evaluation Criteria

The evaluation will be based on the demonstrated capabilities of the offerors in relation to the needs of the project as set forth in the RFP. The merits of the proposal will be evaluated carefully. The following criteria are those that will be applied in the evaluation of your technical proposal. The assigned weights for each factor are shown below:

Evaluation Criteria	Weights
1. <u>Understanding and Statement of the Intent and Functions of the Project</u>	(20 points)
2. <u>Technical Approach</u>	(25 points)
3. <u>Management Plan</u>	(15 points)
4. <u>Personnel</u>	(20 points)
5. <u>Capability and Experience of the Organization</u>	(20 points)

SUBTOTAL: 100

OFFERORS PLEASE NOTE: The Evaluation Criteria A-E above, for a total of 100 points, will be evaluated by a HRSA technical review committee, who will also recommend the technical acceptability or unacceptability of the proposal; Criteria 6, Small Disadvantaged Business Participation Plan, for an additional 5 points, will also be evaluated by HRSA staff. The Small Disadvantaged Business Participation Plan (Criteria 6) will be evaluated before determination of the competitive range.

6. Small Disadvantaged Business Participation Plan (5 points)

For a large business to get credit for using an SDB, the SDB must be an SDB for the tasks that the SDB is being proposed to accomplish. In order for a small disadvantaged business submitting a proposal as a prime to get these points, it must also offer a small disadvantaged business subcontracting plan.

Small Disadvantaged Business Participation Factor

The offeror's Small Disadvantaged Business Participation Plan will be evaluated before determination of the competitive range.

The evaluation will be based on information obtained from the plan provided by the offeror, sources of past performance information (both those provided by the offeror and others identified by the Government), the realism of the proposal, other relevant information obtained from Small Disadvantaged Business (SDB) concerns, and any information supplied by the offeror concerning

problems encountered in SDB participation. The evaluation of the SDB Participation Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime Contractor.

The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors.

Offers will be evaluated on the following sub-factors that will be worth the indicated number of points:

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Specific SDB concerns must be identified with points of contact and phone numbers. Enforceable commitments will be weighted more heavily than non-enforceable ones. Targets expressed as dollars and percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified. NOTE: Targets as expressed in dollars and percentages of total contract value will be judged based on findings of technical merit by the Technical Evaluation Committee, and on findings by the Contracting Officer that proposed costs are fair, reasonable, and realistic. Additional points will not be given simply for higher dollars or percentages of work going to SDBs.

2 Points

2. The complexity and variety of the work SDB concerns are to perform. Greater weight will be given for arrangements where the SDB shall be performing a greater variety of work, and work of greater complexity.

1 Point

3. Fairness, reasonableness, and realism of costs proposed by SDBs for the work they will perform.

1 Point

4. Past performance of the offeror in complying with subcontracting plans for SDB concerns. An offeror with an exceptional record of participation with SDB concerns will receive a more favorable evaluation than another whose record is acceptable

1 Point

TOTAL AVAILABLE POINTS

105

M.2 Past Performance Factor

The offerors' past performance will be evaluated after completion of the technical evaluation and will be conducted independent of the technical evaluation. Only those offerors whose proposals are determined to be technically acceptable will be evaluated.

The evaluation will be based on information obtained from references provided by the offeror, as well as other relevant past performance information obtained from other sources known to the Government.

The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers all available and relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as cost, schedule and performance, including standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the number and severity of an offeror's problems, the effectiveness of corrective actions taken, the offeror's overall work record, and the age and relevance of past performance information.

The lack of a performance record may result in an unknown performance risk assessment which will neither be used to the advantage nor disadvantage of the offeror.

The following past performance ratings shall apply:

+2 Excellent - Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again.

+1 Good - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. Most sources of information state that the offeror's performance was good, better than average, etc., that they would do business with the offeror again.

0 None - No past performance history identifiable.

-1 Marginal - Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Many sources of information make unfavorable reports about the offeror's performance and express concern about doing business with the offeror again.

-2 Poor - Based on the offeror's performance record, serious doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information consistently stated that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again.

Past performance points will be used in conjunction with technical proposal evaluation points in determining the competitive range.

M.3. Award/Selection Criteria

- 1) The technical proposal (including the Small Disadvantaged Business Participation Plan), will receive paramount consideration in the selection of the contractor(s) for this acquisition, although past performance and estimated cost will also be considered. In the event that the technical evaluation reveals that two or more offerors have submitted technically equivalent proposals, then the past performance and estimated cost will become paramount. In any event, the Government reserves the right to make an award to the best advantage of the Government, cost, financial capability, and other factors considered.
- 2) The acceptability or unacceptability of the technical proposal will be based upon an evaluation by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- 3) The Contracting Officer will evaluate past performance information independent of the evaluation of technical proposals and past performance will be conducted on those Offerors determined to be technically acceptable. Past performance will be evaluated in accordance with Section M.
- 4) The Contracting Officer/Specialist will, in concert with program staff, decide which proposals are in the competitive range. Based on the ratings of each proposal against all evaluation criteria, the contracting officer shall establish a competitive range comprised of all of the most highly rated proposals, **unless the range is further reduced for purposes of efficiency**. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposal. A cost realism analysis will be performed on those proposals in the competitive range.
- 5) The Government reserves the right to make award without further discussions of the proposals received. Therefore, it is important that your proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. However, if discussions are determined to be necessary, it is intended that oral and/or written discussions will be conducted with all offerors in the competitive range. All aspects of the proposals are subject to discussions, including cost, technical approach, and contractual terms and conditions.
- 6) A final analysis will be made prior to award which will consider the strengths and weaknesses of the technical and business proposals and will include a cost analysis.
- 7) The Government reserves the right to make a single award, multiple awards, or no award as a result of this RFP. In addition, the RFP may be amended if it is determined to be in the best interest of the Government to amend.

ATTACHMENT A

Department of Health and Human Services

BILLING INSTRUCTIONS

Health Resources and Services Administration

Applicable to negotiated cost reimbursement technical service contracts and research and/or development contracts.

I. INTRODUCTION

These instructions reflect the standards of the Health Services Administration for adequately prepared vouchers or invoices. Prompt payment of your claims will be promoted by your compliance. Cost reimbursement contracts (Cost, CPFF, T&M) are subject to audit, therefore all costs claimed must be adequately supported by accounting records and other auditable data.

II. VOUCHER SUBMISSION

A. **FORMS** - In claiming reimbursement use either 1) The Government Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal (with continuation sheet SF 1035), or 2) the contractor's own voucher forms. The billing content should include all information contained below:

Expenditure Category*	Incurred Cost		Cost at Completion (k)	Amount Funded (l)	Variance (m)
	Current (i)	Cumulative (j)			
Direct Costs:					
(1) Direct Labor					
(2) Fringe Benefits					
(3) Accountable Property					
(4) Materials & Supplies					
(5) Premium pay -if applicable					
(6) Consultant Fees					
(7) Travel					
(8) Subcontracts					
(9) Other					
Total Direct Costs					
Overhead					
G&A					
Fixed Fee					
Total Amount Claimed					
Adjustments					
Grand Totals					

- B. NUMBER OF COPIES - For submission purposes each voucher will be prepared in an original and five (5) copies.
- C. TIME FOR SUBMISSION - Vouchers may be submitted at the beginning of each calendar month for costs incurred during the preceding month. Costs incurred earlier than the preceding month, but not previously billed for, may be included, but the amount and month(s) in which such costs were incurred must be stated in the voucher.
- D. RESUBMISSION OF COSTS - Costs resubmitted after suspension should be claimed in a separate public voucher and marked "Resubmission of Costs".
- E. COST INCURRENCE PERIOD - Costs must be incurred, and the dates of the related "billed for" period must fall within the contract performance period as set forth in the original contract and any amendments thereof.
- F. CONTRACTOR'S FISCAL YEAR - Vouchers should be prepared in such a manner that costs claimed can be associated or identified with the contractor's fiscal year. This will ensure proper application of an indirect cost rate(s) to the direct costs of a particular fiscal year.

III. PREPARATION GUIDE

A. COMPLETION OF FORM 1034 OR CONTRACTOR EQUIVALENT - On the Form 1034 or equivalent, the following information is required.

- Within (1) enter the voucher number.
- All spaced numbered (2) should be left blank.
- Within (3) enter date voucher was prepared.
- Within (4) put Contractor's name and address to which payment should be made, except in case of assignment of claims, put the address of the organization to which payments have been assigned.
- Within (5) enter the contract number and date of contract.
- Within (6) enter the number and date of the applicable order. (Applicable only when billings are consequent to work assignments or task orders).
- Within (7) identify the period that billings covers (enter the specific month/year, or months/year if quarterly).
- Within (8) enter the statement given including the contract number.
- Within (9) provide the dollar amount of this billing.

B. COMPLETION OF SUMMARY OF EXPENDITURES --This page follows directly behind the Form SF 1034 and contains two main categories of information: 1) gross summary of costs by category showing amount previously claimed, amount claimed under this voucher, and cumulative through this voucher and 2) necessary certifications and signature.

1. Gross Summary Include only major categories of costs in the order illustrated.

2. Certifications and Signature are illustrated in Exhibit B. The Certification of Costs/Fee is mandatory; the Price Stabilization Certification is required only when called for in the SUBMISSION OF INVOICES AND PLACE OF PAYMENT article of the contract.

The next page in order should be the SF 1035.

C. COMPLETION OF FORM 1034 - - On the "Detail" Form 1035, provide a breakdown to support the total amount cited in both Form 1034 AND SUMMARY OF EXPENDITURES. The purpose of the detailed information is to assist

the HRSA Contracting officer and program personnel in relating costs incurred to work performed. The several categories of cost will be itemized and described as follows:

1. Direct Labor costs consist of salaries and wages paid for work performed directly for the contract and pursuant to its terms. Such labor costs (excluding fringe benefits and overtime premium pay) will be billed as follows:

a. Provide the job title or classification of the worker, and provide for each classification: The number of hours worked, the hourly rate, and the total wage or salary. The name of the worker should usually be provided, but when a great number of routine workers are involved, the position classifications only will suffice.

The cost of direct labor charged to the contract must be supported by time records maintained in the contractors office; when salaries are involved, reasonable estimates on a post basis may be used in lieu of time records.

2. Fringe Benefits are to be treated according to the contractor's established practice:

a. If fringe benefits, bonuses, etc. are included in the overhead pool no specific entry is required.

b. Fringe benefits can be treated as direct costs, in which case enter the Fringe Benefits expressed as a percentage factor of the direct labor base or show the Actual Fringe Benefits cost.

3. Materials and Supplies should include only those items that the contractor normally treats as "direct costs". Bill these costs under major classifications or categories such as office supplies, chemicals, electronics parts, etc., unless any one particular item within a class exceeds \$300.00, in which case all; such item(s) exceeding \$300.00 must be specifically identified. NOTE: UNDER NO CIRCUMSTANCE SHALL ANY ITEM OF NON EXPENDABLE EQUIPMENT BE INCLUDED WITHIN THESE CLASSIFICATIONS. (See 8 below)

4. Premium pay of any kind (including overtime) must be authorized by the Contracting Officer in advance. Billings for unauthorized premium pay have caused frequent delays in payment due to suspensions and exchange of correspondence. Generally such pay is not included in the direct labor base and should not be included in the billing for "direct labor" unless the contractor has consistently followed this practice in the past as a matter of policy. Make entries as follows:

a. In SUMMARY OF EXPENDITURES - List as a single item.

b. In SF 1035 itemize for each position or job category referencing the Contracting Officer's letter of authorization. NOTE ON SPECIAL AUTHORIZATIONS: According to the contract, certain costs require specific authorization in writing by the Contracting Officer. Whenever, the voucher includes costs pursuant to C.O. authorization, include for example, the reference: "C.O. letter (date)" or "approval number 57/74/115" if the C.O. cites said number in his letter.

5. Travel as authorized by the contract shall include the following in the SF 1035.

a. Travel by contractor shall provide:

- Name of traveler or title

- Dates of departure and return to departure point

- Transportation costs

- If claim for subsistence is on per diem basis show number of days, rate and amount, as authorized in contract. If claim is based on actual cost of subsistence, show on a daily basis the amounts claimed for lodging and meals separately.

- References to Contracting Officer's letter of authorization if approval is necessary

b. Travel by consultants shall provide detail similar to contractor travel above.

6. Consultant Fees must reflect each consultant's name, daily honorarium, and number of days claimed. Travel for consultants (if applicable) must be itemized separately.

7. Subcontract requires the name of each subcontractor involved and the dollar amount claimed. Costs claimed by cost reimbursement subcontractors must be on an "as incurred" basis, and subcontractor back-up information similar to the SF 1035 must be obtained and attached for each subcontractor.

8. Equipment is an article of personal property, complete in itself, that is of a durable nature with an expected service life of one year or more: equipment does not ordinarily lose its identity or become a component part of another article when put to use. For the purposes of invoicing and reporting under HRSA contracts, the definition of non-expendable property and equipment are equivalent because the HRSA definition of non-expendable property does not include a dollar limitation. (The standard definition of "non-expendable property" considers items costing \$200.00 or more - excluding transportation, installation, taxes - with a useful life of a year or more and property sensitive to conversion to private use (no cost limit).

Therefore, when billing for non-expendable property (equipment) costs, the Contractor must attach live (5) copies of a completed form HEW 565 Report of Non-expendable Government Property in Possession of Contractor to the original invoice copy. the contractor will retain the sixth copy. Only that property being billed for during the applicable billing period shall be included in the HEW 565. In addition, one (1) copy of each vendor invoice covering purchased property shall be attached to the original invoice.

9. Overhead will be charged at provisional rates resulting from audit determination and/or negotiation. Provisional rates will apply pending the establishment of final negotiated overhead rates for the contractor's fiscal year.

10. Other Direct costs are minor costs that cannot be placed within any of the categories listed above. Identify by categories to the extent both possible and reasonable.

11. Fixed Fee when applicable, should be billed by prorating the negotiated total fixed fee to costs incurred. Applying a fee percentage to the fee base will achieve this effect. Refer to the contract provisions for guidance.

IV. VOUCHER SUBMISSION ADDRESS

Submit the original to the following address:

TBA

Submit 4 copies to the following address:

Department of Health and Human Services
Health Resources and Services Administration
Contract Policy and Operations Branch
Parklawn Building, Room 13A-19
5600 Fishers Lane
Rockville, Maryland 20857
Reference the Contract Number

*Refer to the invoice submission article of the contract for special directions regarding completion invoices and advance copy invoices for information only.

ATTACHMENT B

**DISCLOSURE OF LOBBYING ACTIVITIES,
Standard Form LLL**

DOWNLOAD A COPY OF THE FORM FROM

<http://www.gsa.gov/forms>
(Specifically)
http://www.gsa.gov/forms/pdf_files/sflll.pdf

ATTACHMENT C

DHHS SMALL, SMALL DISADVANTAGED, HUBZone AND WOMAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

Download a copy at:

<http://sbo.od.nih.gov/>

ATTACHMENT D

PAST PERFORMANCE INFORMATION SURVEY QUESTIONNAIRE 2001

HRSA/OA/DGPM/COB

FOR: **[IMPORTANT!! insert name of your company here
before mailing to your customers!!]**

PLEASE RETURN COMPLETED SURVEY ASAP but no later than May 10, 2001 TO:

ATTN: SUZANNE STINSON
CONTRACT OPERATIONS BRANCH, HRSA, ROOM 13A-19
5600 FISHERS LANE
ROCKVILLE, MARYLAND 20857
RFP: HRSA-250-OA-6(1)
PHONE: 301-443-5131
FAX: 301-443-6038

PLEASE FILL IN THE FOLLOWING:

YOUR NAME: _____

YOUR AGENCY: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX : _____

SIGNATURE OF PERSON COMPLETING SURVEY: _____

CONTRACT NUMBER/SOLICITATION NUMBER: _____

YOUR ROLE IN THIS CONTRACT -CIRCLE ONE

PROJECT OFFICER

CONTRACTING OFFICER

CONTRACT SPECIALIST

CONTRACT VALUE (INCLUDING OPTIONS): \$ _____

PERIOD OF PERFORMANCE (INCLUDING OPTIONS): _____

TYPE CONTRACT (I.E. COST REIMBURSEMENT, FIXED PRICE, ETC.): _____

APPROXIMATE PERCENTAGE OF WORK COMPETED BY SUBCONTRACTORS: ____ %

GENERAL DESCRIPTION OR TITLE OF CONTRACT: _____

RATINGS

Please answer each of the following questions with a rating that is based on objective measurable performance indicators to the maximum extent possible. Comments to support rating may be noted on last page. **NUMERICAL RATINGS ARE DEFINED AS FOLLOWS:**

+2 EXCELLENT -Based on the Offeror's performance record, no doubt exists that the Offeror will successfully perform the required effort. A significant majority of sources of information are consistently firm instating that the Offeror's performance was superior and that they would unhesitatingly do business with the Offeror again.

+1 GOOD -Based on the Offeror's performance record, little doubt exists that the Offeror will successfully perform the required effort. Most sources of information state that the Offeror's performance was good, better that average, etc., that they would do business with the Offeror again.

0 None -No past performance history identifiable.

-1 MARGINAL -Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort. Many sources of information make unfavorable reports about the Offeror's performance and express concern about doing business with the Offeror again.

-2 POOR -Based on the offeror's performance record, serious doubt exists that the Offeror will successfully perform the required effort. A significant majority of sources of information consistently stated that the Offeror's performance was entirely unsatisfactory and that they would not do business with the Offeror again.

PLEASE CIRCLE THE NUMERICAL SCORE INDICATING YOUR RATING

QUALITY OF SERVICE

1. Compliance with contract requirements	+2	+1	0	-1	-2
2. Accuracy of reports	+2	+1	0	-1	-2
3. Effectiveness of personnel	+2	+1	0	-1	-2
4. Technical excellence	+2	+1	0	-1	-2

COST CONTROL

1. Record of forecasting and controlling target costs	+2	+1	0	-1	-2
2. Current. Accurate and complete billings	+2	+1	0	-1	-2
3. Relationship of negotiated costs to actuals	+2	+1	0	-1	-2
4. Cost efficiencies	+2	+1	0	-1	-2

TIMELINESS OF PERFORMANCE

1. Met interim milestones	+2	+1	0	-1	-2
2. Reliability	+2	+1	0	-1	-2
3. Responsive to technical direction	+2	+1	0	-1	-2
4. Completed on time including wrap up and contract administration	+2	+1	0	-1	-2
5. Met delivery schedules	+2	+1	0	-1	-2
6. Liquidated damage assessed: yes/no	+2	+1	0	-1	-2

BUSINESS RELATIONS

1. Effective management, including subcontracts	+2	+1	0	-1	-2
2. Reasonable/cooperative behavior	+2	+1	0	-1	-2
3. Responsive to contract requirements	+2	+1	0	-1	-2
4. Notification of problems	+2	+1	0	-1	-2
5. Flexibility	+2	+1	0	-1	-2
6. Pro-active vs. Reactive	+2	+1	0	-1	-2
7. Effective small/small disadvantaged business subcontracting program	+2	+1	0	-1	-2

CUSTOMER SATISFACTION

1. The contractor is committed to customer satisfaction	+2	+1	0	-1	-2
2. Would you recommend selection of this firm again?	+2	+1	0	-1	-2

ADDITIONAL COMMENTS:

(Your company letterhead here)

Date

Dear Client:

We are currently responding to the Health Resources and Services Administration (HRSA) Solicitation No. HRSA 250-OA-11(1))SKS, entitled "Third Party Reimbursement Training and Technical Assistance to HRSA Community Based Grantees" The Government is placing increased emphasis in its acquisition on past performance as a source selection factor and is requiring that clients of firms responding to HRSA solicitations be identified and their participation in the evaluation process be requested.

Therefore, enclosed is a past performance questionnaire for your completion. We are requesting that you complete the questionnaire and send it directly to HRSA at the following address:

ATTN: SUZANNE STINSON
CONTRACT OPERATIONS BRANCH, HRSA, ROOM 13A-19
5600 FISHERS LANE
ROCKVILLE, MARYLAND 20857
Marked RFP: HRSA-250-OA-11(1)
PHONE: 301-443-5130
FAX: 301-443-6038

Since this information will be used as one of the evaluation factors for contract award, we are requesting that you complete this questionnaire and return it to the HRSA at the above address no later than May 10, 2001.

We thank you for your prompt response in this matter.

Sincerely,

(To be signed by offeror)

ATTACHMENT E

PLEASE COMPLETE THE PLAN BELOW AND INCLUDE IT IN THE BUSINESS PROPOSAL

Small Disadvantaged Business Participation Plan

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Specific SDB concerns must be identified with points of contact and phone numbers. Enforceable commitments will be weighted more heavily than non-enforceable ones. Targets expressed as dollars and percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified. NOTE: Targets as expressed in dollars and percentages of total contract value will be judged based on findings of technical merit by the Technical Evaluation Committee, and on findings by the Contracting Officer that proposed costs are fair, reasonable, and realistic. Additional points will not be given simply for higher dollars or percentages of work going to SDBs.

RESPOND HERE:

2. The complexity and variety of the work SDB concerns are to perform. Greater weight will be given for arrangements where the SDB shall be performing a greater variety of work, and work of greater complexity.

RESPOND HERE:

3. Fairness, reasonableness, and realism of costs proposed by SDBs for the work they will perform.

RESPOND HERE:

4. Past performance of the offeror in complying with subcontracting plans for SDB concerns. An offeror with an exceptional record of participation with SDB concerns will receive a more favorable evaluation than another whose record is acceptable

RESPOND HERE: